



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code		SC	Dept.	A	Contract Number			
County Department PH/ICEMA			Dept. Orgn. PHL PHL		PROVIDER's License No.				
County Department Contract Representative Jim Felten, Public Health Director			Telephone 387-9146		Total Contract Amount				
Contract Type <input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:									
If not encumbered or revenue contract type, provide reason:									
Commodity Code		Contract Start Date		Contract End Date		Original Amount		Amendment Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount		
Project Name AGREEMENT BETWEEN THE SAN MANUEL BAND OF MISSION INDIANS, A FEDERALLY RECOGNIZED INDIAN TRIBE AND ICEMA TO PROVIDE ALS NON- TRANSPORT FIRST RESPONDER SERVICE				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D

THIS CONTRACT is entered into in the State of California by and between the Inland Counties Emergency Medical Agency (ICEMA), hereinafter called ICEMA, and

Name

SAN MANUEL BAND OF SERRANO MISSION INDIANS

Address

26569 Community Center Drive

Highland, CA 92346

Telephone

(909) 864-8933

Federal ID No. or Social
Security No.

Hereinafter called TRIBE OR SAN MANUEL FIRE

DEPARTMENT (SMFD)

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

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Page 1 of 9

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AGREEMENT TO PROVIDE DELIVERY OF
EMERGENCY MEDICAL CARE
UNDER ICEMA GUIDELINES

This Agreement is entered into by and between the Inland Counties Emergency Medical Agency (hereinafter referred to as ICEMA) and the San Manuel Band of Serrano Mission Indians, a federally recognized Indian tribe (hereinafter referred to as "Tribe" or "SAN MANUEL FIRE DEPARTMENT") relative to the status of first responder Advanced Life Support (ALS) non-transport EMT-Paramedic Service within the limits of the San Manuel Indian Reservation.

WHEREAS, the San Manuel Band of Serrano Mission Indians is a federally recognized Indian tribe which occupies a Reservation located within the geographical boundaries of the County of San Bernardino, State of California;

WHEREAS, the SAN MANUEL FIRE DEPARTMENT ("SMFD") is a tribal department which operates within the jurisdiction of and pursuant to the sovereign governmental authority of the Tribe;

WHEREAS, SMFD maintains tribal emergency response standards for emergency medical professionals providing emergency medical services to residents and visitors of the San Manuel Indian Reservation which meet or exceed ICEMA standards;

WHEREAS, ICEMA, a joint powers authority, is the governing body for Emergency Medical Services ("EMS") programs within the counties of San Bernardino, Inyo and Mono and is the local emergency medical services agency pursuant to California Civil Code Section 1797.200;

WHEREAS, California Health and Safety Code, Division 2.5, Section 1797.218, gives the local EMS Agency, ICEMA, the authority to authorize an advanced life support or limited advanced life support program which provides services utilizing EMT-II or EMT-P, or both, for the delivery of emergency medical care to the sick and injured at the scene of an emergency, during transport to a general acute care hospital, during interfacility transfer, while in the emergency department of a general acute care hospital until care responsibility is assumed by the regular staff of that hospital, and during training within the facilities of a participating general acute care hospital;

WHEREAS, ICEMA is responsible for planning, implementing and evaluating emergency medical services in accordance with California Health and Safety Code Division 2.5, including the provision of emergency medical services protocols, procedures and policies within its region;

WHEREAS, ICEMA is responsible for the certification and accreditation of emergency medical professionals and health officers within its jurisdiction pursuant to California Health and Safety Code Division 2.5, section 1797.218;

WHEREAS, the Tribe, through SMFD, strives to provide Reservation residents and members of the public invited onto the Tribe's reservation with emergency medical care of the highest quality;

WHEREAS, ICEMA and Tribe desire to establish a cooperative relationship to facilitate the accreditation and certification by ICEMA of all emergency response personnel of the SAN MANUEL FIRE DEPARTMENT ("SMFD") to further the Tribe's implementation of its own emergency medical services standards;

WHEREAS, SMFD desires to utilize ICEMA resources and seek, on a voluntary basis, ICEMA certifications and accreditation for all SMFD emergency personnel, as applicable;

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Page 2 of 9	Keyed By

WHEREAS, Tribe intends to provide Reservation citizens and invitees with first responder Advanced Life Support (“ALS”) non-transport EMT-Paramedic services in accordance with ICEMA standards and protocols, and ICEMA recognizes that Tribe is qualified to provide such ALS non-transport service; and

WHEREAS, it is in the mutual interest of ICEMA and the Tribe that such resources, certifications and accreditation be available to SMFD.

NOW, THEREFORE, the parties hereto agree as follows:

TRIBE’S RESPONSIBILITIES:

SMFD accepts and agrees to perform the following duties, obligations and responsibilities in order to satisfy ICEMA criteria and maintain eligibility to qualify for ICEMA-approved first responder ALS status:

1. To provide a map(s) outlining defined geographic area of operation as an advanced life support non-transport provider, a copy of which is attached hereto as Exhibit A and incorporated herein by reference.
2. To notify ICEMA and other applicable governmental jurisdictional agencies within a reasonable time of any modification of geographical area(s) of services and provide ICEMA with updated map(s) reflecting such modifications.
3. To provide approved level of advanced life support 24 hours a day, 7 days a week in the stated geographical area(s).
4. To provide a minimum of one (1) certified/accredited advanced life support personnel (EMT-P) and one (1) certified/accredited EMT-I per advanced life support unit at the scene.
5. To utilize primarily the assigned Base Hospital(s) for coordination, medical direction and training.
6. To provide visible identification of ALS certification of prehospital EMS personnel.
7. To comply with ICEMA requirements for record keeping and data collection, as set forth in Exhibit B hereto and incorporated herein by reference. Data received by ICEMA from Tribe pursuant to this requirement will be used solely in connection with the ICEMA Quality Improvement Program and will be treated as confidential information used solely for the purposes of evaluating and improving the overall EMS system.
8. To appoint an Advanced Life Support Program Coordinator(s) to be the liaison with ICEMA, the assigned Base Hospital and receiving facilities.
9. To facilitate the scheduling of periodic meetings by the ICEMA staff with the SMFD Medical Director or his designee to insure compliance with local policies and/or procedures related to this Agreement and which fall within the purview of the local EMS agency.
10. To notify ICEMA of significant Advanced Life Support service problems or changes in a timely manner, including but not limited to:
 - A. Base Hospital complaints
 - B. Changes in status of certified/accredited personnel, i.e., termination, classification, etc.
 - C. Changes in station location(s)
 - D. Radio frequency interference which causes operational problems.

11. To maintain and inventory drugs and equipment as outlined by applicable ICEMA policy and/or protocol.
12. To notify and work with ICEMA when evaluating new ALS equipment and/or technology that can be used in the field for definitive medical care or intervention.
13. To comply with all ICEMA protocols, policies and procedures as well as applicable State and County regulations relating to emergency medical care, provided that nothing herein shall be deemed to constitute a submission of Tribe to the jurisdiction of ICEMA, the State, or any county within the State.
14. To provide EMS personnel with educational updates to include written copies of any revisions in ICEMA protocols, policies, and procedures prior to the implementation date as stated by ICEMA.
15. To comply with EMS training guidelines as approved by ICEMA relating to emergency medical care.
16. To intern Advanced Life Support trainees from approved training programs, when feasible.
17. To ensure no vehicle shall be represented as an Advanced Life Support unit unless it meets the current emergency medical care standards as established by ICEMA.
18. To ensure no Advanced Life Support provider personnel shall actively function as or provide ALS services unless all approved equipment and supplies inventory are readily available at the site of a medical emergency.
19. To strive to insure a positive, communicative, and effective working relationship with ICEMA.

ICEMA'S RESPONSIBILITIES:

ICEMA accepts and agrees to perform the following duties, obligations, and responsibilities:

1. Provide SMFD with all adopted protocols, policies, and procedures relating to emergency medical care upon execution of this Agreement, and as to new or revised protocols, policies and procedures, no less than 30 (thirty) days prior to the implementation date.
2. Involve SMFD in ICEMA's Quality Improvement Program.
3. Provide SMFD in electronic or written form quarterly data reports of data submitted by SMFD.
4. Communicate as necessary with SMFD's medical director, ALS program coordinator and/or Fire Chief.
5. Assign a base hospital to SMFD's ALS program.
6. Schedule periodic meetings with SMFD's Medical Director or designee to assist in assuring in the delivery of a quality EMS program in compliance with applicable laws, regulations and protocols related to emergency medical care.
7. Impose no duty, obligation, or burden upon SMFD as an ALS provider which is not uniformly applied to all other providers of ALS services.

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Page 4 of 9	Keyed By

8. Strive to ensure a positive, communicative, and effective working relationship with SMFD.
9. Continue to honor SMFD's responsibilities and rights in connection with the administration of SMFD's EMS program, including but not limited to placement/location of ALS units, staffing, equipment and system delivery of Advanced Life Support services (EMT-Paramedic) provided that SMFD adheres to State and/or local EMS agency regulations, protocols, and policies that relate to emergency medical care.
10. Offer SMFD employees all training programs, certifications and accreditation made available to all other prehospital providers of emergency medical services, in accordance with ICEMA's standard fee schedule for such programs, certifications and accreditation services.
11. Maintain any data received by ICEMA from SMFD pursuant to this Agreement solely for the purpose of evaluating and improving ICEMA's overall EMS system or as otherwise permitted or required by law.

RESERVATION OF RIGHTS:

1. The parties hereby acknowledge and agree that this Agreement shall not constitute an agreement pursuant to Health and Safety Code section 1797.201, and further, that in entering into this Agreement Tribe does not submit to the jurisdiction of ICEMA, any county within the State of California including the County of San Bernardino, or the State of California. In entering into this Agreement Tribe specifically reserves and does not waive any rights it may have under Health & Safety Code section 1797.201 or under any other applicable statute or authority.
2. The parties hereby acknowledge that in entering into this Agreement the Tribe does not intend to nor does it hereby submit to the jurisdiction of ICEMA or the State of California, or the jurisdiction of any county, including the County of San Bernardino. The Tribe's participation in ICEMA's programs, certifications and accreditation, and adoption of ICEMA standards and protocols is on a solely voluntary basis to facilitate the Tribe's ability to maintain the Tribe's own government standards.
3. This agreement is not intended to, and shall not be construed to create any right on the part of a third party to bring an action to enforce any of its terms.
4. Pending termination of this Agreement, the parties agree to reserve all rights pertaining to the manner and scope of their respective regulatory and administrative control over the delivery of EMS within their respective jurisdictions.

TERM OF AGREEMENT :

The term of the Agreement shall commence when executed by the parties and continue in effect until January 1, 2009, but shall automatically be renewed for successive two (2) year periods unless otherwise terminated or amended. Notwithstanding the foregoing, either party may terminate this Agreement, at any time, upon thirty (30) days written notice to the other party.

In the event that SMFD is temporarily unable to meet the terms of this Agreement, SMFD shall promptly notify ICEMA. In the event that ICEMA is temporarily unable to meet the terms of this Agreement, ICEMA shall promptly notify Tribe.

ADMINISTRATION OF AGREEMENT :

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Page 5 of 9	Keyed By

The ICEMA Agency Administrator shall represent ICEMA in all matters pertaining to performance under the Agreement and shall administer this Agreement on behalf of the ICEMA Governing Board.

The Tribe’s Fire Chief shall administer this Agreement in accordance with its terms and conditions on behalf of Tribe.

NOTICE:

Any notice or notices required, pursuant to this Agreement, may be personally served on the other party by the party giving such notice, or may be served by certified mail, postage prepaid, return receipt requested, to the Representative at the following addresses:

Agency Administrator ICEMA 515 North Arrowhead Avenue San Bernardino, CA 92415-0060	Tribal Chairman San Manuel Band of Serrano Mission Indians 26569 Community Center Drive Highland, CA 92346
Fire Chief San Manuel Band of Serrano Mission Indians 26569 Community Center Drive Highland, CA 92346	

TERMINATION FOR CAUSE:

For any material breach of the Agreement, ICEMA shall have the option: 1) to immediately suspend this Agreement without notice, or 2) terminate this Agreement for cause, by giving written notice specifying the effective date and reason which shall be not less than fifteen (15) days after the delivery of the written notice. Such cause may include, but not be limited to:

1. Failure to comply with ICEMA’s protocols/policies and/or procedures;
2. Gross misrepresentation or fraud;
3. Failure to cooperate with ICEMA’s monitoring of Advanced Life Support Provider performance under this Agreement;
4. Failure or refusal to cooperate with quality assurance and audit findings and recommendations within a reasonable time.

If, within the fifteen (15) days after delivery of notice of termination for cause, ICEMA’s representative is satisfied that the material breach can be and has been cured, such notice will be voluntarily withdrawn in writing and this Agreement shall remain in effect.

If, within the fifteen (15) days after delivery of notice of termination for cause, said notice is not voluntarily withdrawn as stated above, and it is determined for any reason that SMFD was not in default under provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be reinstated. If, by the effective date stated in the notice of termination for cause, it is determined that SMFD was, and remains, in default, this Agreement shall thereupon terminate.

CHANGES AND ADMENDMENTS:

This document and the exhibits and references incorporated herein fully express all understandings of the parties concerning this Agreement. No addition to or alteration of the terms and conditions of this Agreement, and no verbal understandings of the parties, or their officers, agents, or employees, shall be valid unless made by formal written amendment to this Agreement.

INDEMNIFICATION:

Tribe agrees to indemnify, defend and hold harmless the ICEMA and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement to the extent any such claim is caused by Tribe's negligent acts, errors or omissions and for any cost or expenses incurred by ICEMA on account of any claim therefore, except where such indemnification is prohibited by law. ICEMA agrees to give the TRIBE notice in writing within thirty (30) days of the claim made against it on the obligations covered hereby.

ICEMA agrees to indemnify, defend and hold harmless Tribe and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement to the extent any such claim is caused by ICEMA's negligent acts, errors or omissions and for any cost or expenses incurred by Tribe on account of any claim therefore, except where such indemnification is prohibited by law. Tribe agrees to give ICEMA notice in writing within thirty (30) days of the claim made against it on the obligations covered hereby.

This Agreement is not intended to, and shall not be construed to, create any right on the part of any third party to bring action to enforce any of its terms, it being the intent of the parties that this be a cooperative government relationship.

INSURANCE:

Without in any way affecting the indemnity herein provided and in addition thereto, ICEMA is a self-insured public entity. As such, ICEMA shall maintain throughout the term of this Agreement its standard self-insurance general liability policy.

Without in anyway affecting the indemnity herein provided and in addition thereto, Tribe is self-insured. As such, Tribe shall maintain throughout the term of this Agreement its standard self-insurance general liability policy.

DELEGATION AND ASSIGNMENT:

SMFD shall not delegate its duties and responsibilities or assign its rights hereunder, or both, either in whole or in part, without the prior written consent of ICEMA. This provision shall not be applicable to service agreements or contracts of similar arrangements usually and customarily entered into by SMFD to obtain or arrange for supplies or technical support.

RESPONSIBILITY FOR COSTS:

- 1. ICEMA shall not be liable for any costs or expenses incurred by SMFD by reason of this Agreement, including costs or expenses related to the provision of all types and descriptions of services under this Agreement.

2. ICEMA shall charge no fees for providing its protocols and procedures to SMFD. ICEMA may charge reasonable fees for training programs, books, manuals, certification and licensing, including but not limited to, those fees associated with the certification/accreditation of emergency medical technicians (EMTS) and other fees, to the extent such fees are charged to other agencies and persons as stated in the ICEMA fee schedule.

CALIFORNIA LAW:

This Agreement shall be construed and interpreted according to the laws of the State of California.

IN WITNESS THEREOF, ICEMA and Tribe have executed this Agreement to be effective upon the date authorized by the San Bernardino County Board of Supervisors acting as the Inland Counties Emergency Medical Agency Governing Board.

SAN MANUEL BAND OF SERRANO MISSION
INDIANS
*(Print or type name of corporation, company,
contractor, etc.)*

► _____
Dennis Hansberger, Chairman, Governing Board
of the Inland Counties Emergency Medical Agency

By ► _____
(Authorized signature - sign in blue ink)
Name: Deron Marquez
Title: Tribal Chairman
(Print or Type)

Dated: _____

Dated: _____

Address: 26569 Community Center Drive
Highland, CA 92346

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Renee Bastian,
Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
► _____	► See original contract	► _____
County Counsel		Department Head
Date _____	Date _____	Date _____